

0-452-7

**AMENDMENT NO. TWO TO
PROFESSIONAL SERVICES AGREEMENT WITH
LSA ASSOCIATES, INC. FOR
BIOLOGICAL, CULTURAL & PALEONTOLOGICAL MONITORING OF
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PROJECT**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two"), is entered into as of this 14th day of November, 2011, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and LSA ASSOCIATES, INC., a California Corporation whose address is 20 Executive Park, Suite 200, Irvine, California 92614 ("Consultant"), and is made with reference to the following:

RECITALS:

- A. On April 27, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for biological, cultural and paleontological monitoring services for the new City Civic Center and Park Development ("Project").
- B. On January 5, 2011, City and Consultant entered into Amendment No. One to the Agreement to extend the term of the Agreement and update insurance requirements ("Amendment No. One").
- C. City desires to enter into this Amendment No. Two to reflect additional services not included in the Agreement or prior Amendment and to increase the total compensation.
- D. City and Consultant mutually desire to amend the Agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SERVICES TO BE PERFORMED

Section 2 of the Agreement, as amended shall be supplemented to include the Scope of Services which is attached hereto as Exhibit 'A' and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

Exhibit B to the Agreement shall be replaced with the Schedule of Billing Rates attached hereto as Exhibit B, and incorporated herein by reference. The introductory paragraph to Section 4 of the Agreement as amended shall be amended in its entirety and replaced with the following: City shall pay Consultant for the services on a time and

expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and all prior amendments, including all reimbursable items and subconsultant fees, shall not exceed One Hundred Seventeen Thousand, One Hundred Sixty Dollars and no/100 (\$117,160.00) without prior written authorization from City ("Total Amended Compensation"). No billing rate changes shall be made during the term of this Agreement without the prior written approval of the City.

- 3.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed Nine Thousand Dollars and no/100 (\$9,000.00), without prior written authorization from City.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement as amended shall remain unchanged and shall be in full force and effect.

Attachments: Exhibit A – Additional Services to be Performed
Exhibit B – Schedule of Billing Rates

EXHIBIT A

October 6, 2011

Tania Moore
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Scope of Work Water Quality Monitoring Services

LSA's task-specific scope of work for water quality monitoring services associated with construction of the Newport Beach City Hall and Park are detailed below:

Tasks:

Turbidity and pH sampling:

- Conduct stormwater sampling according to the requirements of the Construction General Permit (Order No. 2009-0009-DWQ) for the duration of project construction.
- Conduct stormwater sampling in accordance with the Rain Event Action Plans (REAPs), which would be prepared by the project Qualified SWPPP Practitioner (QSP) and would be provided to LSA prior to future rain events.
- Collect a minimum of 3 effluent samples during qualifying rain events (defined as 0.5 inch or more of rainfall) during typical operating hours.
- Collect samples from off-site run-on and at all effluent discharge points from the site.
- Analyze samples on-site for pH and turbidity using field instruments.
- Provide the sampling results to the project QSP on the same day that samples are collected.
- LSA's unit cost for conducting the stormwater sampling work described above would not exceed \$450 per day of sample collection and would include labor and reimbursable costs (i.e., mileage).

Non-visible pollutant sampling:

- Stormwater sampling for non-visible pollutants only required during any breach, malfunction, leakage, or spill (potentially resulting in the discharge of pollutants to surface waters) observed during a visual inspection.
- Visual inspections of the site are required weekly as well as 48 hours prior to and 48 hours after a qualifying rain event. The project QSP will conduct these visual inspections and would then contact LSA in the event that such a breach, malfunction, leakage, or spill is observed during any of these visual inspections.

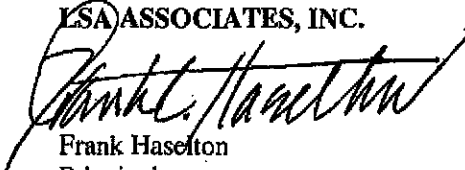
- If a breach, malfunction, leakage, or spill is reported, collect samples for non-visible pollutants during the subsequent storm event and deliver them to TestAmerica's Irvine laboratory for analysis.
- Costs associated with the laboratory analysis would vary depending upon the constituents sampled. Costs typically range from \$50 to \$150 per constituent and are not included in LSA's costs.
- LSA's unit cost to collect samples for non-visible pollutants, to deliver them to the laboratory, and to coordinate with the laboratory would not exceed \$375 per sampling event.

All work will be conducted in accordance with the attached Schedule of Standard Contract Provisions and Billing Rates.

If you have any questions, please contact Nicole West at (949) 553-0666.

Sincerely,

LSA ASSOCIATES, INC.



Frank Haselton
Principal



Nicole West
Senior Environmental Specialist

Attachment: Schedule of Standard Contract Provisions and Billing Rates

EXHIBIT B

HOURLY BILLING RATES EFFECTIVE AUGUST 2011

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$135-300
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$95-195
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	\$70-170
Planner	Environmental Planner	Transportation Planner/ Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/ Arborist	GIS Specialist	\$75-115
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$30-55
Graphics							\$95-115
Office Assistant							\$55-95
Word Processing/Technical Editing							\$75-95

¹ The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about August 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

**LSA IN-HOUSE DIRECT EXPENSES
AUGUST 2011**

		Unit Cost
Reproduction	(8.5 x 11) B/W	\$.07 per page
Reproduction	(8.5 x 11) Color	\$.40 per page
Reproduction	(11 x 17) B/W	\$.10 per page
Reproduction	(11 x 17) Color	\$.75 per page
CD Production		\$5.00 per CD
Plotting		\$3.75 per sf
Mileage	On Road	\$.555 per mile
Mileage	Off-Road	\$.705 per mile
GPS Unit		\$75.00 per day
Total Station Surveying Instrument		\$50.00 per day
Level (Laser or Optical)		\$25.00 per day
Laser Rangefinder		\$25.00 per day
Sound Meter		\$75.00 per day
Aerial Photo		Cost
Boat Rental		\$50.00/day
Water Quality Meter		\$25.00/day